

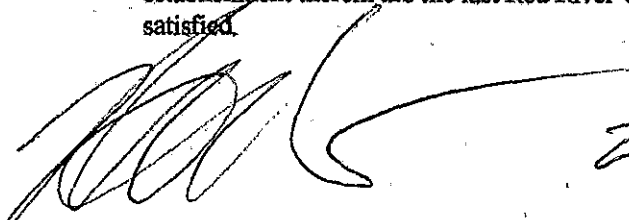
#27206

# **★ RED RIVER GRILL**

## **VOLUNTARY AGREEMENT BETWEEN RED RIVER GRILL, LLC (Establishment Unit S-1) AND MR. VINCE TOLSON (Resident & Protestant Unit #201)**

### **RED RIVER GRILL, LLC**

1. Red River Grill **AGREES** to continue to use smaller speakers and a separate volume control for the jukebox speakers in the "Billiards Room" which is located closer to Protestant's unit.
2. Red River Grill **AGREES** to consult it's vending company to see if turning the bass down lower on the jukebox unit is feasible
3. Red River Grill **AGREES** to continue closing it's dining room area after dinner service and before the bar area, and to remove customers and turn off any music or television volume on units located in the dining room.
4. Red River Grill **AGREES** to notify Protestant whenever possible before any "special" evening event (defined as any major event continuing through or starting after 8pm) that may cause increased noise and thus undue burden to Protestant.
5. Red River Grill **AGREES** to offer to make special arrangements with Protestant whenever displaced by a special event in the dinning room if Protestant desires to except.
6. Red River Grill **AGREES** to conduct a study of noise and smoke complaint by Protestant as it relates to the "billiards room" and to provide in writing any possible solutions and estimates of the cost of these possible solutions. (Protestant has copies of invoices)
7. Red River Grill **AGREES** to have work done in the "billiards room" to help control sound from penetrating it's units walls and to install an air ionizer unit to help control the smoke from also escaping it's unit provided the cost is not too large for the restaurant to afford and provided that both Red River Grill and Protestant are involved in the project and both agree it has a reasonable chance of solving Protestants concerns. The soundproofing has been completed as of 1/24/01.
8. Red River Grill **STATES** that it has gone over and beyond it's duty in trying to address the concerns of the Protestant at great time, expense and loss of revenue. We are always willing to hear any complaints or comments Protestant has. Barring any new developments, this agreement and the actions taken by the establishment therein are the last Red River Grill will make voluntarily. We sincerely hope Protestant is satisfied.

  
Vince Tolson

2/7/01

2/7/01

#27206

# **RED RIVER GRILL**

## **MR. VINCE TOLSON, PROTESTANT (UNIT #201)**

1. Protestant **AGREES** that this agreement is to his satisfaction and is thus resolution to ABC protest.
2. Protestant **AGREES** to address any future concerns solely with owner, Matthew Weiss, in order to facilitate communication.
3. Protestant **AGREES** to limit calls to establishment to request lowering of the jukebox and other complaints.
4. Protestant **AGREES** to cease engagement of any conversation with any Red River Grill employees regarding complaints of noise or to express frustration over a situation, other than the occasional request to lower jukebox.
5. Protestant **AGREES** to allow Matthew Weiss access to his unit at times mutually determined so that Red River Grill can inspect Protestants complaints first hand in an effort to control or eliminate noise.
6. Protestant **AGREES** that Red River Grill has been responsive to his concerns, and that while it may be impossible to completely eradicate noise, Red River Grill is being responsive in trying to reach that end.

#27206

**(Protestant's Response to original submission to Protestant by Red River Grill for consideration of agreement)**

**MR. VINCE TOLSON, PROTESTANT (UNIT #201)**

- 1. Protestant AGREES that this agreement is to his satisfaction.**
- 2. Protestant AGREES to address any future concerns with owner or licensed manager on duty to facilitate communication.**
- 3. Protestant AGREES to limit calls to The Red River Grill requesting the lowering of noise level except when there is a nuisance complaint or perceived violation of ABC regulations.**
- 4. Protestant AGREES to address all complaints or concerns to owner or to licensed manager on duty.**
- 5. Protestant AGREES to allow Matthew Weiss or licensed manager on duty access to his unit at times mutually agreed upon to facilitate an inspection by Red River Grill of Protestant's complaints first hand.**
- 6. Protestant AGREES that Red River Grill has been responsive to his concerns, and is confident that the River Grill will continue in its efforts to eradicate noise level and comply with the ABC regulations.**

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of :**

Red River Grill LLC  
t/a Red River Grill

Application for a Retailer's Class  
CR – renewal application  
at premises  
201 Massachusetts Avenue, N.E.  
Washington, D.C.

Case no. <sup>27206</sup>~~27206~~-00053P

**Vincent P. Tolson, Protestant**

**Matthew W. Geiss, Chief Operating Manager, on behalf of the Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, came before the Board for public hearing on June 21, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Vincent P. Tolson filed a timely protest letter dated March 2, 2000.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated February 7, 2001, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.